

## **Child Support Exposé** **An Assignment Analysis**

[From a private right of the parties' mindset.]

CONSTITUTIONAL DUE PROCESS  
PRIVATE RIGHTS IN CHILD SUPPORT  
UNIFORM CSE RECORD MECHANISM  
FOUNDING DOCUMENTATION  
CASE CONSTRUCT AT ESTABLISHMENT  
UTILITARIAN DOCUMENT EVIDENCE  
REQUIRED BY DEFINITION BINDING  
DUTY OF THE ISSUING STATE [Title IV-D]  
COURT CEJ [Tribunal] UNIFORM LAW  
SINCE WELFARE REFORM  
FEDERAL LEGISLATION

**AND THE THEME SONG, 🎧🎵🎶**

**[BLEEDING ME, by METALICA](#)**

[BACKGROUND NOISE] [entertainment while reading]

"...digging my way, pushing, for something better!"

[ARE WE HAVING FUN YET](#)

# Child Support Exposé

## ASSIGNMENT ANALYSIS



By Darren Edward of the Dykstra family, a.k.a. Brick Layer

### CONVERSATION STARTER [Face Book Group]

Real Child Support Help / IV-D Termination 🕒



Ron Love

Admin Group expert · 2d · 🌐



### Challenging the Child Support Assignment Won't Work

Assignments are governed by contract law and "only" parties to the assignments have standing to contest them. See *Eskridge v. Fed. Home Loan Mortg. Corp.*, No. W-10-CA-285, 2011 WL 2163989, at \*5 (W.D.Tex. Feb. 24, 2011) (holding Plaintiff had no standing to challenge the assignment of the Note or the Deed of Trust because she was not a party to the assignments); "Contract law governs assignments and only parties to the assignments have standing to contest them".

### [Challenging the Child Support Assignment Won't Work](#)



Dmitry Shvets

If your case is not a Title 4D case, so the assignment is between the parties, it seems like you can challenge the contract.

Like Reply 2d



Ron Love Author Admin +1

Dmitry Shvets the parties are the OAG and the mother.

Like Reply 1d



Dmitry Shvets

Ron Love in VA, there is no OAG in these cases. Which makes it a bit more interesting

Like Reply 1d



Ron Love Author Admin +1

Dmitry Shvets the assignment is between what ever agency that your state designates as the Title IV-D agency. In Texas it's the OAG and it shouldn't be but...

Like Reply 1d

***Assignments are governed by contract law and "only" parties to the assignments have standing to contest them.***

**SO, THE UNDERLYING FACTORS WE ARE LOOKING AT HERE, ARE:**

- PRIVATE RIGHTS ARE GOVERNED BY:  
CONSTITUTIONAL LAW [constitutional government] [due process].
- ASSIGNMENT(S) ARE GOVERNED BY:  
CONTRACT LAW [government for the people by the people].
- THE PARTIES TO THAT CONTRACTUAL OBLIGATION [that assigns].
- THE INSTRUMENT BY WHICH THE ASSIGNMENT IS EFFECTED  
[the instrument by which "the *act* of transfer" is effected]

And so, no matter how it is spun, and/or from whatever perspective it is looked at, the underlying factors are Private Rights, Contract Law, the Parties, and the Instrument, ~ eh.

**While taking into 'account' 'accounting' the "complete record":**

FACT, the county domestic relations case [Case No. issued by the County] and coinciding IV-D case [Case No. issued by the State], the uniform child support forum, and ALL THOSE GOVERNING LAWS AND FACTORS BULLETED ABOVE, TO BE LAWFUL AND LEGAL each must be in conformity with one another, and work in unison!

**§ 567 CONSTITUTIONAL LAW 16A C.J.S.**

...observance of those general rules established in our system of jurisprudence for the security of private rights.

In the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.

The term "due process of law" is synonymous or interchangeable with, or equivalent to, "law of the land," a phrase appearing in many of the state constitutions, due process of law being said to mean, in brief, the law of the land, including the unwritten law. Other synonymous or equivalent terms are "due course of law," "due course of the law of the land," and "course of the common law."

observance of those general rules established in our system of jurisprudence for the security of private rights.<sup>13,5</sup> In the concrete, it means that in a contest involving these rights a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against

him.<sup>14</sup>

*Synonymous terms.* The term "due process of law" is synonymous or interchangeable with, or equivalent to, "law of the land," a phrase appearing in many of the state constitutions,<sup>15</sup> due process of law being said to mean, in brief, the law of the

13.5 U.S.—Hagar v. Reclamation Dist. 108, Cal. 4 S.Ct. 663, 111 U.S. 791, 29 L.Ed. 583.  
U. S. v. Massachusetts Ku Klux Klan, D.C. Cal. 56 F.Supp. 714.  
Del.—Riley v. Banks, 62 A.2d 229, 5 Terry, Del. 489.  
14. Mo.—State v. Broadus, 289 S.W. 792, 315 Mo. 1279—City of St. Louis v. Missouri Pac. R. Co., 211 S.W. 671, 271 Mo. 206.  
15. U.S.—Buchalter v. People of State of New York, N.Y., 63 S.Ct. 1129, 319 U.S. 427, 87 L.Ed. 1492—Postal Telegraph Cable Co. v. City of Newport, Ky., 28 S.Ct. 566, 277 U.S. 444, 62 L.Ed. 1215.  
Goodman v. Swenson, C.A.Md., 192 F.2d 669—Pleener v. Hammond, C.C.A.Ky., 116 F.2d 982, 132 A.L.R. 1241—U. S. ex rel. Valotta v. Ashe, D.C.Pa., 2 F.2d 735, reversed on other grounds Ashe v. U. S. ex rel. Valotta, 46 S.Ct. 332, 270 U.S. 424, 70 L.Ed. 662.  
Ex parte Estrada, D.C.Tex., 93 F.Supp. 713.  
U. S. v. Yount, D.C.Pa., 267 F. 861.  
Ala.—Stoer v. Ocklawaha River Farms Co., 138 So. 270, 223 Ala. 696.  
James v. State, App. 181 So. 709—Woodham v. State, App. 178 So. 464—Smith v. State, 105 So. 297, 21 Ala.App. 70.  
Cal.—People v. Skinner, 115 P.2d 458, 18 Cal.2d 249, 149 A.L.R. 299.  
Beck v. Ransome-Crummey Co., 184 P. 431, 42 Cal.App. 674.  
Conn.—State v. Sixth Taxing Dist., 132 A. 561, 104 Conn. 132.  
Del.—Corpus Juris Secundum cited in Ajax Distributors v. Springer, 22 A.2d 831, 841, 26 Del.Ch. 101, affirmed 28 A.2d 309, 26 Del.Ch. 445—State v. Rose, 132 A. 864, 3 W.W.Harr. 164, 45 A.L.R. 85.  
Fla.—State v. Dowling, 110 So. 522, 92 Fla. 848.  
Ill.—People v. Brown, 95 N.E.2d 888, 407 Ill. 565—People v. Scott, 157 N.E. 247, 326 Ill. 327.  
Kan.—Corpus Juris cited in Motor Equipment Co. v. Winters, 69 P. 2d 23, 28, 146 Kan. 171—Corpus Juris cited in Wichita Council No. 129, etc. v. Security Ben. Ass'n, 28 P.2d 976, 980, 138 Kan. 841, 94 A.L.R. 629.  
Ky.—Corpus Juris quoted in Willis v. Lafayette-Phoenix Garage Co., 260 S.W. 264, 267, 202 Ky. 554—Board of Levee Com'rs of Fulton County v. Johnson, 199 S.W. 8, 178 Ky. 287, L.R.A.1918E 202.

La.—Dupuy v. Tedora, 18 So.2d 886, 204 La. 560—State v. Harvey, 198 So. 28, 159 La. 674, error dismissed.  
Harvey v. State, 47 S.Ct. 20, 273 U.S. 625, 71 L.Ed. 815.  
Md.—Slansky v. State, 63 A.2d 599, 199 Md. 94—Anne Arundel County Com'rs v. English, 35 A.2d 133, 133 Md. 514—Coates v. State, 35 A.2d 676, 180 Md. 502, certiorari denied Coates v. Brady, 63 S.Ct. 32, 317 U.S. 625, 87 L.Ed. 506—Oursler v. Tawes, 15 A.2d 763, 178 Md. 471, followed in Culver v. Tawes, 13 A.2d 771—Goldsmith v. Mead Johnson & Co., 7 A.2d 176, 176 Md. 682.  
Me.—Jordan v. Gaines, 8 A.2d 585, 136 Me. 291—In re Stanley, 174 A. 92, 95, 132 Me. 91, affirmed Stanley v. Public Utilities Commission of Maine, 85 S.Ct. 628, 295 U.S. 76, 79 L.Ed. 1211—State v. Cote, 120 A. 538, 122 Me. 450—Randall v. Patch, 108 A. 97, 118 Me. 202, 8 A.L.R. 65.  
Mo.—State ex rel. and to Use of Chicago Great Western R. Co. v. Public Service Commission of Missouri, 51 S.W.2d 73, 320 Mo. 729, certiorari denied Chicago Great Western R. Co. v. Public Service Commission of State of Missouri, 53 S.Ct. 89, 287 U.S. 641, 77 L.Ed. 555—Ivie v. Bailey, 5 S.W.2d 50, 319 Mo. 474, 57 A.L.R. 881.  
Nev.—Corpus Juris Secundum cited in State v. Fouquette, 221 P.2d 404, 409, 67 Nev. 505, certiorari denied 71 S.Ct. 799, 341 U.S. 932, 95 L.Ed. 1361, and 72 S.Ct. 369, 342 U.S. 928, 96 L.Ed. 691.  
N.J.—Grobhois v. Mendel Mortgage Inv. Co., 170 A. 815, 115 N.J.Eq. 411.  
N.Y.—Traiger v. Sacks, 54 N.Y.S.2d 917, 185 Misc. 540, affirmed 60 N.Y.S.2d 924, 184 Misc. 955.  
N.C.—State v. Felton, 89 S.E.2d 625, 229 N.C. 575—Eason v. Spence, 61 S.E.2d 717, 232 N.C. 579—National Sur. Corp. v. Sharpe, 59 S.E.2d 592, 232 N.C. 38—State v. Ballance, 51 S.E.2d 731, 229 N.C. 764, 7 A.L.R. 2d 407—State v. Hedgebeth, 45 S.E.2d 563, 228 N.C. 259, certiorari dismissed 68 S.Ct. 1185, 234 U.S. 806, 92 L.Ed. 1739—Yancey v. North Carolina State Highway & Public Works Commission, 22 S.E.2d 256, 232 N.C. 106—J. O. Piott Co. v. H. K. Ferguson Co., 162 S.E. 688, 202 N.C. 444—Gunter v. Town of Sanford, 120 S.E. 41, 186 N.C. 452.

N.D.—State v. Cromwell, 9 N.W.2d 914, 72 N.D. 165.  
Ohio—Bylor v. Western Paving Co., 184 P. 88, 74 Oxl. 308—White v. Cruce, 172 P. 862, 70 Oxl. 70.  
Sutton v. State, 239 P. 939, 25 Oxl.Cr. 248.  
Or.—MacVeagh v. Multnomah County, 270 P. 502, 136 Or. 417.  
Pa.—Effert v. Pennsylvania Central Brewing Co., 15 A.2d 723, 141 Pa. Super. 543.  
Commonwealth v. Miller, 8 Pa. Dist. & Co. 445.  
R.I.—State v. Rossi, 43 A.2d 323, 71 R.I. 284—State v. Conragan, 192 A. 752.  
Vt.—State v. Felch, 105 A. 22, 92 Vt. 477.  
Wash.—Corpus Juris Secundum quoted in Washington Local Lodge No. 104 of Intern. Broth. of Boiler-makers, Iron Ship Builders & Helpers of America v. International Broth. of Boiler-makers, Iron Ship Builders & Helpers of America, 293 P.2d 1019, 1054, 33 Wash.2d 1.  
Wis.—Pauly v. Keebler, 128 N.W. 554, 175 Wis. 428.  
12 C.J. p 1189 note 58.  
"It has been stated so frequently in decisions and in the books that 'due process of law' and 'law of the land' mean one and the same thing, that it may be regarded as elementary."  
Ill.—Norman School Dist. Bd. of Education v. Blodgett, 40 N.E. 1025, 155 Ill. 441, 445, 46 Am.S.R. 248, 31 L.R.A. 70.  
"Due process, as used herein, is nothing more or less than granting to an individual the benefits of the established and recognized law of the land."  
Iowa.—In re Meldrum, 51 N.W.2d 881, 893, 243 Iowa 777.  
Terms substantially identical  
N.C.—Tarborough v. North Carolina Park Commission, 145 S.E. 543, 196 N.C. 284.  
"Law of land" defined  
(1) "General law."  
Tenn.—State ex rel. Hamby v. Cummings, 62 S.W.2d 515, 516, 166 Tenn. 460.  
(2) "Law of the land" implies a general public law, equally binding on every member of the community.  
U.S.—U. S. v. "all" D.C.W., 13 F.Supp. 134, 110 Cr. 232, 59 A.L.R. 420.  
12 C.J. p 1188 note 58 [a] (1).

land, including the unwritten law.<sup>15,5</sup> Other synonymous or equivalent terms are "due course of law,"<sup>16</sup> "due course of the law of the land,"<sup>17</sup> and "course of the common law."<sup>18</sup>

Courts have sometimes made use of expressions which would indicate a view that the term "the law of the land" as used in the constitution, re-

fers from abrogation or violation.<sup>21</sup>

As applied to taxation. It has been said that in connection with taxation due process of law is that which is due and appropriate in that class of cases, as demonstrated by our experience in the enjoyment of self-government.<sup>22</sup>

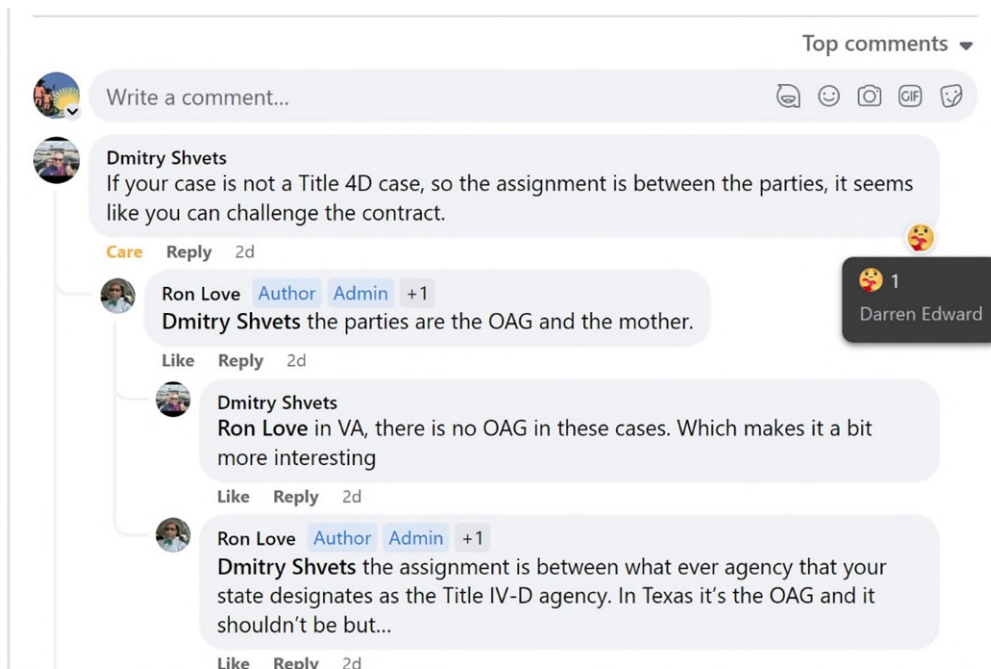
**A recorded contractual obligation “Child Support Assignment of Record” [contractual obligation] is a stipulation.**

A stipulation is a statement of agreement or admission of factual information an agreement made by parties or by their attorneys in a judicial proceeding before the court. Stipulations are entered into the record to assist the court in establishing facts “not in dispute”. Stipulations are only binding between the parties that made the agreement, not on third parties.

Contracts [assignment of rights] are only binding between the parties that made the agreement, not on third parties.

Hence a contract, assignment, and/or stipulation between one parent & the state [does not obligate anyone else, period], therefore, ‘it’ is not binding on the other parent [who has no standing to challenge them] not being a party to their agreement, ~ eh.

**In this**, I agree with Ron Love, “challenging the support agreement won’t work”—if you’re NOT A Party to the Instrument by which it was effected [assignment denoting the act of transfer] [but also] [assignment denoting the instrument by which it was effect].



**Also**, I agree with Dmitry Shvets, if the domestic relations case does not involve Title IV Welfare [a FIP grant money recipient] [or foster care] [etc.], then the assignment

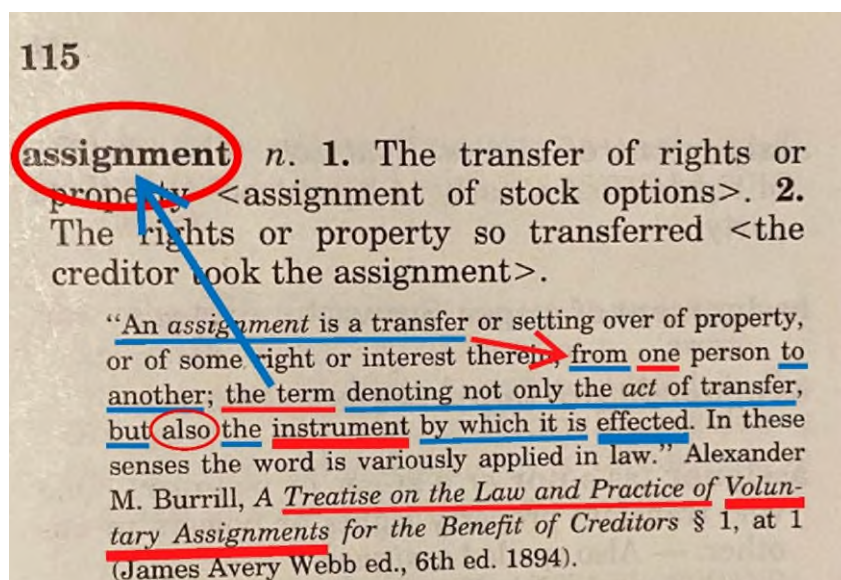
[the “act of transfer”] is between the parents, them as the parties to the case. The Assignment denotes the act of transfer, but also the assignment denotes the instrument by which it was effected. [“support agreement” Scenario] [MCL 552.101(4)] [MCL 552.23] [MCL 552.604(3)(b)] [UIFSA §701(6)(A)] [MCL 552.501(2)] [42 U.S.C. §651] [MCL 552.507(d)] [MCL 552.507(e)] [45 CFR § 302.50(a)(2)] [Social Security Laws Section 454B] [MCL 552.458a] [MCL 552.459] [MCL 552.617] [MCL 552.617]

Under (the parents as the parties) scenario, the ‘instrument’ by which the assignment is effective means, the “support agreement”, [divorce scenario] the divorce decree [containing a support agreement], the separation agreement [containing a support agreement], etc. of record; this is the parties ‘consents of record’ in the issuing State court, continuing, exclusive jurisdiction; intrastate/interstate case establishment [UIFSA construct] local portal; document-evidence record-mechanism, criteria for recognition and enforcement within the New Local/Global CSE Forum (UIFSA’s record criteria, required by definition). Compromise on personal jurisdiction (**parties’ agreement to [IV-D] [UIFSA] jurisdiction “their support agreement” of record**); this “support agreement” is subject-matter jurisdiction; and assigns...

Assignment means:

1. the transfer of rights or property.
2. The rights or property so transferred.

“An assignment is a transfer from one person to another; the term denoting not only the act of transfer but also the instrument by which it is effected. In these senses, the word [assignment] is variously applied in law.” Variously means in several or different ways [the debtor and the child support enforcement forum].



Black's Law Dictionary Seventh Edition page 115

The instrument [by which it is effected] that is reviewed [approved by] and entered into the record by the court. [MCL 552.604(3)(b)]

Zerr v. Zerr Nebraska Court of Appeals <https://casetext.com/case/zerr-v-zerr-1>

This agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the dissolution of their marriage in the pending proceedings, provided that the provisions of this agreement are approved by the Court. In the absence of the granting of a Decree of Dissolution by the Court and approval of [sic] this agreement shall have no force or effect.

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## Proposals and Comments of the United States

### CHAPTER V (RECOGNITION AND ENFORCEMENT) OF PRELIMINARY DOCUMENT NO. 29 REVISED PRELIMINARY DRAFT CONVENTION ON THE INTERNATIONAL RECOVERY OF CHILD SUPPORT AND OTHER FORMS OF FAMILY MAINTENANCE

The United States makes the following comments and proposals on Chapter V:

#### **Article 16 Scope of the chapter**

1. Para. 3(a): We suggest that it would be clearer if the words “may be made subject to” are deleted and “are subject to” is inserted instead.

2. Para. 4: In the United States, private agreements are not recognized and enforced as decisions unless they are, in fact, incorporated in a decision. The concept of “authentic instruments” does not exist in the United States. However, we would have no objection to removing the brackets and retaining the bracketed language so long as the safeguards included in Article 26(5) and (6) are included. Article 26(5) would require that proceedings for recognition and enforcement of a private agreement or authentic

UIFSA's most revolutionary concept is its "one-order system" to resolve the problems associated with URESA's multiple orders. Under UIFSA, once a support order is entered, that order controls the child support obligation regardless of whether the parents or child later move to another state. This "one order" is called the Controlling Order.

**UIFSA "one-order system" (intrastate cases) regardless of whether or not move.**

<https://www.federalregister.gov/documents/2010/07/02/2010-15215/child-support-enforcement-program-intergovernmental-child-support>

UIFSA includes a transitional procedure for the eventual elimination of existing multiple support orders in an expeditious and efficient manner. To begin the process toward a one-order system, UIFSA provides a relatively straight-forward decision matrix designed to identify a single valid order that is entitled to prospective enforcement in every State. This process is referred to as determination of controlling order (DCO). UIFSA specifies in detail how the DCO should be made. If only one child support order exists, it is the controlling order irrespective of when and where it was issued and whether any of the individual parties or the child continues to reside in the issuing State.

If only one issuing state child support order exists, it is the controlling order irrespective of whether the individual parties or the child continues to reside in the issuing state.

**UIFSA includes (intrastate cases), hence "continues to reside in the issuing State."**

The assignment denotes the act of transfer, but also the assignment denotes the instrument by which it was effected, that is reviewed [approved by] and entered into the record by the court. The assignment is the transfer from one person to another, from the "payer" [MCL 400.231(k)] [MCL 552.602(w)] "source of income" [MCL 552.602(ff)] to the "State" [MCL 400.231(l)] [MCL 552.602(x)] [MCL 552.602(gg)], collections regardless of the "recipient of support" [MCL 552.602(cc)]. The SDU is the single location to which a payer or source of income shall [transfer] send a support or fee payment [400.236(2)] [MCL 552.23(4)], centralized receipt of support and fees [MCL 552.156] [MCL 552.24]; and the SDU shall disburse support to the recipient of support's account that may be accessed by the "recipient of support" [MCL 400.236(4)]. Payments in default [MCL 552.152(1)(2)], ~eh.

The word "assignment" is variously applied in law (THE DEBTOR AND THE FORUM).

**45 CFR § 302.50** “the individual responsible for providing such support” [is variously applied in law] and **does not specify...** either the custodial party or the non-custodial party, etc., no clear specification as to **who is the individual responsible for providing such support**, yet it CONSTITUTES an obligation... Constitutional obligation, due process, due course of the law of the land ~ eh.

**§ 302.50 Assignment of rights to support.**  
The State plan shall provide as follows:

(a) An assignment of support rights, as defined in § 301.1 of this chapter, constitutes an obligation owed to the State by the individual responsible for providing such support. Such obligation shall be established by:

(1) Order of a court of competent jurisdiction or of an administrative process, or

(2) Except for obligations assigned under 42 CFR 433.146, other legal process as established by State laws, such as a legally enforceable and binding agreement.

(b) The amount of the obligation described in paragraph (a) of this

The instrument by which it is effected, such as a legally enforceable and binding agreement... [such obligation established by: another legal process as established by State laws].

The instrument [approved recording MCL 552.604(3)(b)] defines such obligation established, it also defines the individual responsible for providing such support obligation, as well as other terms and conditions according to the state plan [see all those MCLs illustrated above, herein, and throughout]. Such as congress’s immediate income withholding of that obligation [assigned support order], the amount of that obligation monthly due & owing calculated according to the federal support guidelines, and the state plan outlines [state law] how the obligation due—is to be paid to/through the State’s State Disbursement Unit for distribution (Collection and Disbursement), with distribution—according to [federal distribution rules](#). An [45 CFR § 302.50a] assignment of support rights as defined in § 301.1 General definitions (**any support obligation which has been assigned [transferred] to the State [“payer” and the “CSE Forum”], under section 408(a)(3) “not exceeding the total amount of assistance so paid to the [custodial] family”**) also see **Assignment Limitation** — and with/for a client service fee [account of one case, for each combination of payer and child this is UIFSA], the Collections to the “recipient of support” [MCL 552.602(cc)(ii)] the support due from

the non-custodial parent [the debtor and the forum] [and on account of UIFSA's record criteria required by definition] [case-by-case bases] [document evidence] same parties and child [UIFSA] their IV-D # under the state plan collection & disbursement unit, and for reporting to the FCR database.

#### IV. Self-Help Services that are Eligible for Title IV-D Reimbursement.

The following are the key rules governing eligibility for reimbursement.

A. Costs, with some exceptions specified in subsection B below, must be for paternity establishment and the establishment, modification, and enforcement of child support in Title IV-D cases.<sup>16</sup>

B. *Allowable costs for child support services in which the IV-D agency is not involved are related to outreach.*

Outreach includes hours spent working on child support establishment, modification, and enforcement, paternity establishment, companion spousal support enforcement, and health insurance matters for persons who have not yet applied for title IV-D services with the local child support agency. Reimbursable activities that may be included in outreach hours include providing information and referral services, distributing court forms, and explaining court processes. Allowable outreach costs also include costs for assisting parents in completing and filing voluntary paternity acknowledgements and for assisting parents in providing the appropriate information to have their non IV-D support orders included in the state case registry and the state disbursement unit.

<sup>16</sup> 42 U.S.C. 651

Parents plural (voluntary), both have their own constitutional due process rights.

Noncustodial, Assignment is the legal procedure by which a person [noncustodial parent] payer agrees to turn over to the State [*transfer property*] child support [a client IV-D service] [in exchange for a receipt] [and distribution] [MCL 552.156] [MCL 552.24] [MCL 552.602(x)] [MCL 552.602(gg)] [400.236(2)].

#### Glossary of Common Child Support Terms

##### **Assignment of Support Rights**

The legal procedure by which a person receiving public assistance agrees to turn over to the state or tribe any right to child support, including arrearage, paid by the noncustodial parent in exchange for receipt of a cash assistance grant and other benefits. States and tribes can then use a portion of said child support to defray or recoup the public assistance expenditure.

Custodial, Assignment of Support Rights is the legal procedure by which a person [custodial parent] agrees to turn over to the State child support [in exchange for a cash assistance grant and other benefits].

Parents plural (voluntary) both parents have their own roles to play, both possessing their own due process rights, that which are constitutionally protected! ~ eh.

financial and medical support for each custodial parent and to allocate any money collected from the non-custodial parent among all custodial parents.<sup>113</sup> The state is not permitted to advocate for the potentially conflicting interests of each custodial parent.<sup>114</sup> However, each custodial parent has an interest in advocating for the specific needs of her family—interests that the state agency cannot be relied upon to protect.

#### IV. The Ability of Custodial Parents to Protect Their Interests and the Interests of Their Children in IV-D Cases Varies Among States

The ability of custodial parents to protect their interests and the interests of their children in IV-D cases depends upon whether they are considered parties, whether they are accorded due process rights, and whether they understand their role in the IV-D process. Among the twenty states reviewed for this article,<sup>115</sup> there is no uniformity concerning the party status of custodial parents. In most states, the party status is ambiguous and is related to whether the custodial parent has executed an assignment of rights to collect support. In a few states, custodial parents are considered parties.<sup>116</sup> The due process rights accorded to the custodial parent, including the degree to which a custodial parent/caretaker may participate in a IV-D child support case concerning his or her child, often depend upon whether or not the custodial parent is considered a party to the IV-D action. The explanations that IV-D agencies provide to custodial parents concerning the representation policies of the agency, conflicts of interest, confidentiality, and rights of

parties, but the term is never defined. Some provisions seem to accord party status to custodial parents while others do not. For example, the Act requires states to provide notice of all proceedings involving establishment or modification of support to "individuals who are applying for or receiving services under the State plan, or who are parties to cases in which services are being provided under the State plan."<sup>117</sup> The language makes clear that an individual who applies for or receives IV-D services is not necessarily considered a party to the case. Yet, there are other sections of the Act that suggest that custodial parents are parties to certain types of IV-D actions. The provisions concerning review and adjustment of support orders specify that every three years, either the parent or the state (if there is an assignment in place) may request a review and adjustment of a child support order.<sup>118</sup> If the IV-D agency applies a cost of living adjustment or uses automated methods to adjust a support order, then the statute requires procedures permitting "either party to contest the adjustment."<sup>119</sup> Therefore, for purposes of requesting a review or contesting an adjustment, the custodial parent is referred to as a party.<sup>120</sup>

Federal regulations concerning state IV-D programs suggest that the custodial parent could be considered a party in expedited administrative and judicial processes for determining paternity and support. The regulations state that the due process rights of "parties" must be protected and that all "parties" are to be provided copies of any paternity determinations or support orders.<sup>121</sup> However, the regulations neither define the term "party" nor require that the custodial parent be a party to these proceedings. They leave open the possibility that a state could establish an expedited process in which only the non-custodial parent and the state agency are considered

Alexander v. Brothsworth, 1915. "Party cannot be bound by contact that he has not made or authorized. Free consent is an indispensable element in making valid contracts.

### 1.1 Temporary Assistance for Needy Families (TANF)-Funded Benefits: Family Independence Program (FIP)

A family must meet several nonfinancial and financial eligibility factors to be eligible for FIP. Recipients of FIP receive a monthly grant (money) based on the number of people in the household and the income available to the household. The less income available per person in the household, the more money the family receives in the monthly FIP grant. The FIP grant supplements the family's income to meet the family's financial needs – a predetermined financial threshold necessary to meet basic living requirements. If the family's income exceeds the family's financial need (as determined by the predetermined threshold), the family's grant is reduced or the family may no longer be eligible for FIP benefits. (For more information, reference [Section 3.03, "Case Updates and Member Demographics,"](#) in the *Michigan IV-D Child Support Manual*.)

One of the conditions for receiving the FIP (TANF) grant requires FIP recipients to assign to the state their rights to support. When an individual or a family begins receiving FIP benefits, the receipt of FIP triggers the assignment of currently charging support<sup>2</sup> obligations for Child Care (CC), Child Support (CS), Payee Bonus (PB), and Spousal Support (SS).<sup>3</sup> While the family does not have to repay the FIP grant, the support due from the non-custodial parent (NCP) while the family is receiving FIP is assigned to the state to reimburse the state for the FIP grant the family received. The portion of the FIP grant remaining unreimbursed is known as the unreimbursed grant (URG). (Ref: Subsection 2.1, "Assignment Rules," in this manual section for more information.)

### 1.2 Medicaid Benefits

A family must meet several nonfinancial and financial eligibility factors to be eligible for Medicaid. According to MDHHS policy, members receiving FIP assistance usually receive Medicaid. Custodial parties (CPs) receiving Medicaid for their dependents are required to assign to the state<sup>4</sup> their rights to medical support (Medical Support – Client [MS] debt type).<sup>5</sup>

The amount of Medicaid benefits is not tracked as part of the FIP URG within the Michigan Child Support Enforcement System (MiCSES). MDHHS tracks the amount of state-retained medical support. The amount of state-retained medical support is limited to the amount of medical support that is ordered or provided in benefits, whichever is less, and comes due during the period that Medicaid benefits are provided to the family.

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<sup>2</sup> Ref: [Section 5.10, "Debt Types,"](#) of the *Michigan IV-D Child Support Manual*.

<sup>3</sup> [42 United States Code \(USC\) 608\(a\)\(3\)](#). The [Deficit Reduction Act \(DRA\) of 2005](#) changes assignment to assign current support only, without arrears assignment.

<sup>4</sup> Section 1912(a)(1)(A) of the Social Security Act, 42 Code of Federal Regulations (CFR) 433.145, 42 CFR 433.146, 42 CFR 433.147, 42 CFR 433.154, and 45 CFR 302.51.

<sup>5</sup> Ref: [Section 6.06, "Medical Support,"](#) of the *Michigan IV-D Child Support Manual*.

Parent(s) means plural, more than one. More than one individual parent, each with their own constitutional private rights and due processes...

In exchange for welfare (custodial assignment), **an individual [custodial parent] can assign [his/her] [own] [potential] support rights over to the state [anticipation] even prior to any actual child support order being issued in a court of law** in accordance with the uniform child support laws; the (non-custodial assignment) payer party's agreement of record is supported, endorsed, and enforced by the ensuing support order stemming from the payer's [own] instrument that assigns [assignment] of record. [In other words, to each his/her own.]

It depends upon whether they [the parents] are considered parties as to whether they are accorded due process rights. The Parties' due process rights accorded depend upon whether, or not, they [the parents] are considered a party to the IV-D action.

The Act requires states to provide notice of all proceedings involving the establishment of support to "individuals who are parties to cases provided under the State plan." In FACT, the non-custodial parent is [always] considered a party to the case (required by definition, the payer party's written "support agreement" in the case) regardless of who the other party may be, ~ eh.

**An individual [custodial parent] who applies for or receives IV-D services is not necessarily considered a party to the case [IV-D action]...**

If a custodial parent [welfare scenario] already has in place [in order to receive public welfare] their own [instrument] [private agreement] [assignment of rights *act* of transfer] 45 CFR § 302.50 assignment of rights to support owed to the State by [custodial parent] as the individual responsible for providing such support [to recoup and or offset welfare expenditures paid to the family provided by the American taxpayer]; also see, Child Support Pass-Through, A.K.A. child support "disregard"—then under this scenario the parties to the cases would be the non-custodial parent and the State [in an attempt to achieve an assignment off/from both parents], the custodial parent has already produced an assignment via their own instrument [as a party] with the state.

Again, with this [welfare scenario] the non-custodial parent and the State are the parties to the case with the outcome of that case [agreement between the non-custodial parent and the state] is the custodial parent's [source of income] resources to pay his/her own obligation through his/her own assignment of rights with the state. Again, under the welfare scenario, the custodial parent's funds stem off from the non-custodial parent via the non-custodial parent's own separate unrelated assignment, the non-custodial parent

and the state being the parties to the case, them [constitutionally] by agreement of record Title 45 U.S. Code § 303.101(d)(3), voluntary support liability and stipulated agreements; MCL 552.507(e); MCL 552.604.(3)(b); UIFSA 701(6)(A); before any valid support order to ensue; and before recognition and enforcement of that order within the uniform forum (for recognition and enforcement of the preliminary documentation). The 'instrument' by which the assignment is effective means [the compromise on personal jurisdiction] jurisdiction based upon parental responsibility via parental responsibility agreement [consents of record in the issuing state] defined as a "consent agreement" voluntary written admission of responsibility for child support, in conformity to both UIFSA criteria, the law of contracts, and Constitutional Law, ~ eh.

assistance ends, any PAA that exceed the URG will become payable to the family (will become UBAA).

A. Assignment Limitation

The amount of support the state may retain is limited to the amount of FIP grant the family has ever received, or the amount of assigned court-ordered support, whichever is less. This limitation ensures that the amount of money the state retains never exceeds the court-ordered obligation amount, and never exceeds the URG.<sup>27</sup>

B. Unreimbursed Grant (URG)

The URG is the difference between the total value of the public assistance grant received by a family and the total amount of collections received and retained by the state. When a family member is receiving FIP assistance, if a support collection exceeds the URG amount for that family, the excess amount will be sent as a payment to the family.

## THE LOCAL/GLOBAL CHILD SUPPORT ENFORCEMENT FORUM SINCE WELFARE REFORM.

UIFSA construct (case establishment) "Foreign Support Agreement" UIFSA 701(6) means: abroad in a foreign country, and at home in the issuing State is "Support Agreement" in the concrete case. It's a "support agreement" in the issuing state which is responsible for establishing, creating, and making the record (founding-documentation) taking testimony, the utilitarian document-evidence record mechanism required by definition—as the due process duty of the issuing state and/or due process duty of the issuing state court that issues an original controlling order according to UIFSA and prior to the continuing, exclusive jurisdiction. This is the duty of the issuing State court for

the issuing State's "support order" to meet the UIFSA 710 requirements for recognition and enforcement within the CSE forum. This is federally mandated for IV-D funding, this is for the "law of the land" Convention, and for UIFSA to have an effect, according to the state plan, as approved by federal public law; child support is voluntary individually constitutional on a case-by-case basis [see, presumption & rebuttable presumption].

The one-order one-time one-place new global family law system [evidence record mechanism in place], since federal welfare reform legislation of 1996; utilitarian evidence in the issuing state's state court continuing, exclusive jurisdiction (linchpin) record mechanism, treaty into State Law: The UIFSA Experience in effect for affect, recognition, and enforcement of the instrument, within the "one-order" world CSE forum, ~eh.

**UIFSA** can best be described as one order, at one time, in one place for each combination of payer and child. This means that only a single state or foreign country at a time may issue a child support court order. **The state or foreign country that issues the original order** holds what UIFSA calls "Continuing, exclusive jurisdiction" (CEJ) of the order. CEJ can be lost (transferred) to another state or foreign country if there are circumstances that allow it.

<https://cms9files.revize.com/mecostacountymi/Courts/Friend%20of%20the%20Court/PSA29.pdf>

So long as an individual party or the child resides in the "issuing state" (the state of the tribunal which issued the controlling order), that tribunal retains Continuing Exclusive Jurisdiction - exclusive jurisdiction to modify its order, upon proper petition. Generally, the issuing tribunal no longer has Continuing Exclusive Jurisdiction and loses the authority to prospectively modify its current child support order when the parties and the child have left the issuing state. [Note: there are 'consents of record' two exceptions in UIFSA.] <https://csquest.oucpm.org/concepts-of-uifsa/>

Under UIFSA, the tribunal which issued a valid support order has continuing jurisdiction to enforce it, regardless of whether anyone resides in the issuing state. This order also may be registered for enforcement in any and all states in which the obligor resides, is employed, or has assets without stripping the issuing tribunal of its authority to enforce the order. The order remains valid and controls the current support obligation unless and until it is modified by a tribunal with jurisdiction pursuant to UIFSA rules. Further, the tribunal continues to have personal jurisdiction over an individual in support cases so long as the tribunal has either CEJ to modify or continuing jurisdiction to enforce the order.

The Uniform Interstate Family Support Act (UIFSA) is a law enacted by all states that

provides **mechanisms** for establishing and enforcing child support obligations **in the United States**. UIFSA defines the issues of jurisdiction over nonresidents and **the duties of initiating** and responding **tribunals**. The main concept of UIFSA is to have one order to enforce. In other words, once a child support order is entered, that order controls the child support obligation. The order remains in effect **whether or not** the parents or child later move to another state. UIFSA contains provisions for determining which existing support order will control when multiple orders exist.

**Note:**

The doctrine of continuing exclusive jurisdiction (CEJ) is that only one support order should be effective and enforceable between the same parties at any one time and that when a particular court has acquired jurisdiction to determine child support and custody, it retains authority to amend and modify its orders therein. This Court of Continuing Exclusive Jurisdiction continues to have jurisdiction over a support issue until another court takes it away.

**Note:**

If an issuing state has lost CEJ, a second State may gain it. However, the second State may not modify terms of the controlling order that are non-modifiable in the issuing State (such as duration of the obligation). CEJ is lost when: 1. All parties and the child have left the issuing jurisdiction; **OR** 2. The obligor and the obligee agree in writing for another State to assume CEJ; **OR** 3. There is more than one support order, but none of the States involved have CEJ.



Ron Love

Admin

Group expert

September 8, 2022 · 🌐



### Abuse of Discretion by the Court

*In re M.C., No. 02-15-00044-CV (Tex. App. May 12, 2016)*

Most appealable issues in family law cases are evaluated for an "abuse of discretion". *Herzfeld v. Herzfeld, No. 05-10-01298-CV, 2012 WL 6061772, at \*2 (Tex. App.—Dallas Dec. 6, 2012, no pet.)* (mem. op.). A trial court abuses its discretion if the court acts "without reference" to any guiding "rules" or principles, that is if the act is "arbitrary" or "unreasonable". *Low v. Henry, 221 S.W.3d 609, 614 (Tex. 2007); Cire v. Cummings, 134 S.W.3d 835, 838-39 (Tex. 2004).*

A trial court also abuses its discretion by ruling without "supporting evidence". *Ford Motor Co. v. Garcia, 363 S.W.3d 573, 578 (Tex. 2012)*. A trial court also abuses its discretion if it fails to analyze the law correctly or "misapplies the law" to established facts. *Iliff v. Iliff, 339 S.W.3d 74, 78 (Tex. 2011)*.

### Abuse of Discretion by the Court

Real Child Support Help / IV-D Termination



**Presenting the "thing" this way...** support obligations are functionally contracts, such obligations are "things" in commerce, all cases intrastate and interstate case

establishment founding documentation meeting certain criteria and is the duty of the issuing state for a valid “one controlling order” CCEJ. Uniform laws by definition this “means an agreement for support in a record” Local Law MCL 552.604(3)(b), comporting to UIFSA LAW and Process §701(6)(A), means an agreement for support in a record [negotiated by the parties] in the country of origin that is enforceable as a support order in the country-of-origin UIFSA §701(6)(A)(i), and such an obligation is a “thing” in interstate commerce—local county portal, with a uniform global effect. Multi-lateral Treaty into State Law the UIFSA Effect — the UIFSA Experience, at home and abroad. [Child Support Enforcement, voluntary by agreement of record in the country of origin.]

support obligations. Because child support orders that require a parent in one state to make payments to a person in another state are functionally equivalent to interstate contracts, see Sage, 92 F.3d at 106, such obligations are “things” in interstate commerce. Thus, it is appropriate for Congress to enact legislation that will prevent their nonfulfillment. On this basis, the

Certain authentic instruments and private agreements are within the ambit of the Convention. These are termed maintenance arrangements in the Convention, but defined as “foreign support agreements” under UIFSA 2008 to make the process “more readily understandable for [the] U.S. bench and bar.”<sup>83</sup> The inclusion of maintenance arrangements supports the growing movement towards alternative methods of dispute resolution, and provides a method for recognition and enforcement of private agreements and authentic instruments that might result from these dispute resolution systems.<sup>84</sup>

Convention Reference: Article 30 (Maintenance arrangements)

### 3.13.1 Requirements for Agreement to be Recognized

Section 701(6) UIFSA 2008 sets out the requirements for the type of agreement that may be recognized in the U.S. It must be an agreement in a record that meets all three of the following criteria:<sup>85</sup>

- It must be enforceable as a support order in the country of origin.
- It must have been formally drawn up or registered as an authentic instrument by a foreign tribunal, or authenticated by, or concluded, registered, or filed with a foreign tribunal, and
- It must be subject to review and modification by a foreign tribunal.<sup>86</sup>

The definition includes a maintenance arrangement or authentic instrument under the Convention.

The essence of the foreign support agreement, therefore, is that it is an agreement negotiated by the parties that has been the subject of some type of official process of authentication so that it is enforceable as a support order in the country of origin. The application for recognition and enforcement of a foreign support agreement

<sup>82</sup> As a practical matter, a complete text of the decision, whether certified or not, will be required unless a foreign country has elected to accept abstracts or extracts of orders.

<sup>83</sup> Sampson and Brooks, *supra* note 11, Comment to § 710 at 323.

<sup>84</sup> *E.R.*, *supra* note 21, para. 552.

<sup>85</sup> § 701(6).

<sup>86</sup> This is not a Convention rule, but is a condition for recognition of the agreement in the United States. See Keith, *supra* note 35 at 273, fn 106. It does not appear the agreement can be modified in this country. The agreement is in the form of a contract but it must be enforceable as if it were a decision. There should be a Statement of Enforceability from the issuing country. Keith, *supra* note 35 at 271.

<sup>87</sup> Keith, *supra* note 35 at 270, V. Foreign Support Agreements.

[The instrument] [a private agreement that assigns...] [assigned support order] [issuing] The agreement negotiated by the parties in the record is the order the judge signs onto, the congeable agreement of record "thing" filed [arraignment] [concluded] [subject of process] [endorsed by the judge] [the written agreement reviewed and entered into the record by the court] must be enforceable as a support order in the country of origin.

**Since 1975 the program has changed from one that recoups welfare costs to one which serves a mostly non-welfare clientele** [voluntary], child support establishment mandates a uniform process [private rights] by agreement [UIFSA] criteria by definition, [record] [safeguard] a required prerequisite [voluntary by agreement] for an ensuing valid support order; again, [private agreement] [incorporated in a decision] [the agreement's supporting order] [support agreement] [effected] [foreign support agreement] mandated collecting and enforcing support [based off that agreement of record] [founding documents] ["things" in commerce] [contractual] [obligations] [support obligations] [UIFSA construct] [uniform utilitarian document evidence records] [case establishment child support enforcement forum].

WEHUNT V LEDBETTER 875 F.2D 1558 (11TH CIR. 1989)

STATES THAT CHILD SUPPORT IS NOT IN THE BEST INTEREST OF THE CHILD

prepared by  
Northwest  
& Human  
Assistance  
families with  
rights that  
institute an  
responsible  
1) (1997).

<sup>38</sup> This article does not address the issue of whether the IV-D Child Support System is the most effective vehicle for addressing issues of family poverty. Several commentators have suggested that the IV-D system does not fulfill its original promise of ameliorating child poverty and that, in fact, the current federally mandated process for collecting and enforcing support can harm relationships between children and parents. See, e.g., Jane Murphy, *Legal Images of Fatherhood: Welfare Reform, Child Support Enforcement and Fatherless Children*, 8 NOTRE DAME L. REV. 325, 351-65 (2003). However, it is unlikely that the IV-D

Convention on the Rights of the Child United Nations 1989, Article 3, the best interest of the child shall be a primary consideration. Without unjust enrichment by the State or Title IV-D entities.

Constitutional Due Process private right(s) in Child Support Exposé — a universal legal/lawful Uniform Child Support Thought Model for establishment, recognition, and enforcement, of a valid support order; a local portal to a new global family law forum; since [History] U.S. Constitution, P. L. 98-378 [1984], P. L. 104-1993 [1996], and the (Convention) [2007] Hague child support convention which came into force in the United States, Local Law [MCL 552.604(3)(b)], UIFSA Law and Process [UIFSA §701(6)(A)], criterion.

## SOCIALISM IS UNLAWFUL IN AMERICA

U.S. Constitution's Amendment V, last line, states property cannot be taken for public use without just compensation, and Amendment XIII, states that involuntary servitude is against the law in every state.

## INALIENABLE RIGHTS

The "most sacred of liberties" of which, Justice Tolman spoke was personal liberty.

The definition of personal [liberty](#) is:

"Personal liberty, or the Right to enjoyment of life and liberty, is one of the fundamental or natural Rights, which has been protected by its inclusion as a guarantee in the various constitutions, which is not derived from, or dependent on, the U.S. Constitution, which may not be submitted to a vote and may not depend on the outcome of an election. It is one of the most sacred and valuable Rights, as sacred as the Right to private property...and is regarded as inalienable"

**16 C.J.S., Constitutional Law, Sect. 202, p.987.**

...observance of those general rules established in our system of jurisprudence for the security of private rights. In the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.

**16A C.J.S., Constitutional Law, Sect. 567.**

["Damn democracy"](#) is a fraudulent term.

## READERS NOTE:

I am not selling anything, I am not promoting either parent in abandoning their children or their responsibility to their children, I did not write the citations cited nor the laws cited, referenced, and illustrated herein, and throughout, all compiled and shared for knowledge, awareness, and deep understanding of the workings of "things" — uniform laws. [Where do we go from here?](#)

THE PURPOSE OF THIS WRITING [AND OTHERS] IS TO BRING TO THE TABLE FARE PLAY

EQUAL STANDING FOR BOTH PARENTS

EQUAL PRIVATE RIGHTS

EQUAL CUSTODY RIGHTS

EQUAL PARENTING TIME CHILDHOODS ARE SHORT AND GO QUICKLY

CONSTITUTIONAL AWARENESS

EQUAL CONSTITUTIONAL RIGHTS OF BOTH PARENTS AND CHILD[REN]

CSE CONTAINS A UNIFORM RECORD MECHANISM [VOLUNTARY BY AGREEMENT] SAFEGUARD

LINCHPIN CEJ - UIFSA MANDATE FOR CONTINUED TITLE IV-D FUNDING TO THE STATE FORUM

[Thanks for your time, reading]

## Happy Paper Trails!!!

